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Supreme Court, U.S.
FILED

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Docket No. _____

In The

SUPREME COURT OF THE UNITED STATES

REGINALD L. JENSEN,

Petitioner,

v.

PRUDENTIAL FINANCIAL, INC.,
A New Jersey Corporation
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
A New Jersey Corporation
PRUCO SECURITIES CORPORATION
A New Jersey Corporation
PRUDENTIAL SECURITIES INCORPORATED
A Delaware Corporation

Respondents.

PETITION FOR WRIT OF CERTIORARI

To The United States Court of Appeals for the Ninth Circuit

Reginald L. Jensen
Pro Se
5482 Walnut Blossom Drive
San Jose, CA 95123-2260
(408) 225-4227

QUESTIONS FOR REVIEW

A. INVASION OF PRIVACY. Do the United States Constitution, Amendment 14; the California Constitution, Article 1, Section 1; the Freedom of Information Act; federal securities laws; state laws; and National Association of Securities Dealers rules and regulations; control access to information regarding an individual or does an individual's signature on a restricted and limited, standard, vague authorization form overcome the application of these legal provisions? *Department of Justice v. Reporters Committee*, 489 U.S. 749, 762-763, 764 n. 16 (1989).

B. VALIDITY OF AN AUTHORIZATION. Is an authorization valid in California if the maker is a New Jersey corporation using a fictitious name not in compliance with California code § 17918?

C. LIBEL. Can a court consolidate various corporations into one entity for the purpose of applying privilege in the transfer of false information? The Ninth Circuit Court of Appeals ruled that California Civil Code § 47(c) controls. However, this code applies only to communications between previous and potential employers. The Ninth Circuit has granted privilege to noninterested parties, to parties where no intention of employment existed.

D. DEFAULT. Can the Court of Appeals ignore this Court's ruling on willful default? See; *United States v. Bryan* 339 U.S. 323, 327, (1950)

PARTIES TO THE PROCEEDINGS AND STATEMENT PURSUANT TO RULE 29.6

The parties to the proceedings below were Reginald L. Jensen, (as appellee) and respondents Prudential Financial, Inc. ("Financial"), a New Jersey Corporation; Prudential Securities Incorporated ("Securites") a New Jersey Corporation; The Prudential Insurance Company of America ("Insurance") a New Jersey Corporation; and Pruco Securities Corporation ("Pruco") a New Jersey Corporation, (as appellants).

Pursuant to Rule 29.6, petitioner Reginald L. Jensen states that he is an individual.

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OPINIONS BELOW

The District Court's order (per Fogel, J.) denying Plaintiff's motion for default judgment and granting Defendants' motion to dismiss with leave to amend on February 25, 2004, is not for citation. The District Court's order (per Fogel, J.) granting Defendants's motion to dismiss without leave to amend; and deeming moot Defendants' motion to strike on July 21, 2004, is not published and not for citation. The Ninth Circuit Court of Appeals is a memorandum opinion and is not published (per Pregerson, Canby, and Thomas).

STATEMENT OF JURISDICTION

JURISDICTION of the District Court is under 28 U.S.C.A. §1332.

JURISDICTION The Court of Appeals entered judgment on May 9, 2005, which was filed on May 13, 2005. This Court has jurisdiction pursuant to 28 U.S.C. § 1291.

STATUTORY PROVISION INVOLVED

28 U.S.C.A.§ 1332 based upon diversity of citizenship because the Defendants are incorporated in and have their principal places of business in states other than California and the amounts in controversy exceeds $75,000.

COUNSEL OF RECORD

Counsel of record and all parties are listed on Pet. App. #3A-5A.

STATEMENT OF THE CASE

Reginald L. Jensen, Petitioner, Pro Se, Plaintiff and Appellant below, is a life insurance agent.

There are four Defendants in this cause of action:

1. Prudential Financial, Inc. ("Financial") is a holding company;
2. The Prudential Insurance Company of America ("Insurance") is a life insurance company;
3. Prudential Securities, Incorporated ("Securities") is a stock brokerage firm;
4. Pruco Securities Corporation ("Pruco") is a stock brokerage firm.

This action filed on October 14, 2003, claims **Invasion of Privacy** against Securities and Pruco, **Libel** against Financial and Insurance, and **Oppression** against Insurance.

On November 12, 2003, only Defendant Insurance responded by filing a Motion to Dismiss. The Motion to Dismiss said the other three Defendants had not been served. Footnote 1, on page 2 of said Motion says:

> Defendant The Prudential Insurance Company of America (hereafter "Prudential" or "Defendant") is the only defendant who has been served, and accordingly, only Prudential (as herein defined) appears by this motion. Nonetheless, the arguments set forth herein are equally applicable to each of the named defendants.

On December 9, 2003, Jensen moved for a **Default Judgment** against Financial, Securities, and Pruco.

On December 10, 2003, Financial, Securities, and Pruco filed an appearance. (Pet. App. #D, 19A) Subsequently, the Motion for Default Judgment was denied by the District Court.

Thereafter, the Defendants's Motion to Dismiss was granted and Jensen was given the opportunity to amend, which he did. Jensen attempted to file an appeal of a ruling by the District Judge, but the Ninth Circuit Court of Appeals denied jurisdiction. A new Motion to Dismiss was filed by all Defendants and that Motion was granted. Jensen filed an appeal and the Ninth Circuit Court of Appeals upheld the dismissal. Jensen now files this Petition for a Writ of Certiorari to the United States Supreme Court.

REASONS FOR GRANTING THE PETITION

In the District Court's Order (1) Denying Plaintiff's Motion for Default Judgment and (2) Granting Defendants' Motion to Dismiss with Leave to Amend, filed Feb. 25, 2004, the Court said ***"The fact that Prudential allegedly violated applicable rules is neither here nor there."*** (Emphasis supplied) (Pet. App. #D, 23A) The District Court also said in Order Granting Defendants' Motion to Dismiss Without Leave to Amend; and Deeming Moot Defendants' Motion to Strike, filed July 23, 2004, ***"the fact that Defendants may have violated applicable SEC rules (which Defendants deny) is immaterial with respect to Jensen's claim for invasion of privacy."*** (Emphasis supplied) (Pet. App. #C, 14A) The fact that all four defendants violated "applicable" rules, which are laws, is the very issue before the court. For what other purpose do the courts exist? The laws (rules) prohibit libel, oppression, and invasion of privacy. The *Rule*

of Law prohibits Defendants's and others from engaging in these and other herein cited violations of laws. It's weird and incomprehensible for a federal court to announce that violations of "applicable" rules are "neither here nor there" and "immaterial." The United States Ninth Circuit Court of Appeals upheld these violations of the "rules." Hence, this Petition for a Writ of Certiorari.

A. PRIVACY. On the issue of Privacy the Court of Appeals ruled:

> Prudential Insurance Company of America, Prudential Securities, Inc., Prudential Financial, Inc. and Pruco Securities Company ("Prudential") did not commit an unauthorized intrusion into Jensen's privacy by completing a background check prior to hiring him as a life insurance agent because Jensen authorized the background check and released Prudential from any and all liabilities, claims, or lawsuits with regard to the information obtained. *See Cramer v. Consol. Freightways, Inc.*, 209 F.3d 1122, 1130 (9th Cir. 2000) *(citing Hill v. Nat'l Collegiate Athletic Ass'n.*, 865 P.2d 633 (1994)" (Pet. App. A, 2A)

The Court of Appeals relied upon a standard authorization form prepared by Prudential Financial which was restricted and limited by Jensen and signed by Jensen as the basis for its ruling. Jensen completed and signed a standard dual **application** form prepared by Prudential Financial that was used by applicants to be appointed either as life insurance agents, stock brokers, or both. (Cmpt. #12, P.3) The **authorization** is included as part of the application

form. A portion of the authorization is cited by the District Court and is reproduced as follows:

> I hereby: Authorize Prudential and its authorized agents to investigate my background, references, characters, past employment, education, criminal or police reports, including those mandated by both public and private organizations and all public records for the purpose of confirming the information contained on this application and/or obtaining other information which may be material to my qualifications for my appointment.
>
> Release Prudential, its authorized agents and any person or entity which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits in regards to the information obtained from any and all of the above referenced sources.

(Pet. App. #C, 10A)

Below Jensen's signature the sentence reads: "**An Officer of the Firm/Agency or Broker/Dealer must sign if this is a Firm/Agency or Broker/Dealer Appointment Request.**" Above Jensen's signature in the middle of the form are the words "Broker/Dealer or Firm Agency Name:" Followed by "**NA**" inserted by Jensen. (Cmpt Ex. #12, P. 3) Jensen applied only to Insurance to be a life insurance agent. (Pet. App. #A, 2A and #C, 9A) (*See* also Motion to Dismiss filed 11/12/2003, Footnote #1, page 3) Jensen excluded the authorization from being used by a stock brokerage firm. Securities (a stock brokerage firm) obtained incorrect arrest